

REMARKS/ARGUMENTS

This Amendment is in response to the Office Action mailed February 25, 2008. In that Office Action: (1) Claims 1-4, 6, and 14-19 were rejected under 35 U.S.C. § 103(a) as obvious in light of U.S. Published Patent Application No. 2003/0217018 to Groff et al. (“*Groff*”) in view of U.S. Published Patent Application No. 2002/0161676 to Vadlamani (“*Vadlamani*”) in further view of statements made in the background section of the present application; and (2) Claims 5, 7, and 20-21 were rejected under 35 U.S.C. § 103(a) as obvious in light of *Groff* in view of *Vadlamani* and statements made in the background section of the present application and in further view of Official Notice. The rejections are addressed below. For the Examiner’s reference, Claims 1-7 and 14-21 were elected by the Applicants in response to a restriction requirement and Claims 8-13 were withdrawn from consideration. In the present response, Claims 3-7, 14, and 17-21 have been amended. Following this Amendment, Claims 1-7 and 14-21 remain pending for consideration by the Examiner.

Claim Rejections under 35 U.S.C. § 103

Independent Claim 1

Independent Claim 1 has been rejected as obvious in light of *Groff* in view of *Vadlamani* in further view of statements made in the background section of the present application. Applicants respectfully assert that *Kumai*, *Vadlamani*, and statements made in the background section of the present application fail to teach or suggest each and every limitation of Claim 1. For example, Applicants respectfully assert that *Kumai*, *Vadlamani*, and the background section fail to teach or suggest the step of “***establishing a billing relationship with said internet service provider such that said internet service provider monitors said Internet access by said network terminal and charges said carrier for said access,***” as recited in Claim 1.

On Page 3 of the Office Action, the Examiner acknowledges that *Groff* fails to teach establishing a billing relationship with an internet service provider (ISP) such that the ISP

monitors Internet access by the network terminal and charges the carrier for this access. However, the Examiner asserts that this feature is taught by *Vadlamani*.

Vadlamani merely describes a method for providing prepaid fixed quantity access to web services. See ¶ [0006]. Typically, an ISP provides two types of payment schemes for customers. See ¶ [0003]. First, the ISP will provide a customer with unlimited access to the Internet based on a flat rate that is charged to the customer at periodic intervals, such as once a month. *Id.* Second, the ISP charges the customer on a per usage basis. See ¶ [0004].

Contrary to the Examiner's assertions, *Vadlamani*'s discussion of ***billing internet subscribers*** based on the usage is distinct from the Claim 1 which requires "establishing a billing relationship with said internet service provider such that said internet service provider monitors said Internet access by said network terminal and ***charges said carrier for such access.***" (Emphasis added).

As pointed out in paragraph [0005] of Applicants' specification, "a substantial hurdle in providing user access to an e-commerce resource such as a website of an electronic retailer is the subscription fee of an internet service provider (ISP)." Therefore, if a user cannot afford Internet access the electronic retailer is missing out on potential customers. Various embodiments of Claim 1 address this problem by establishing a billing relationship with the ISP so that the carrier (e.g., electronic retailer) pays for the user's access to the Internet via the ISP, and therefore helps to establish more customers for the carrier. *Vadlamani* fails to provide such an advantage.

As noted above, *Vadlamani* simply discusses the traditional types of payment schemes used by an ISP, i.e., charging a customer a flat rate once a month or charging the customer based on usage. In addition, the prepaid quantity access to web services disclosed by *Vadlamani* is also paid by the customer. In contrast, Claim 1 requires "establishing a billing relationship with said internet service provider such that said internet service provider monitors said Internet access by said network terminal and charges said carrier for such access."

Applicants note that the specification of the present application does not suggest that establishing a billing relationship with an ISP so that a carrier is charged for a user's access of the Internet was known in the art.

Thus, Applicants respectfully submit that *Groff* and *Vadlamani*, , fail to teach or suggest

the step of “***establishing a billing relationship with said internet service provider such that said internet service provider monitors said Internet access by said network terminal and charges said carrier for said access***,” as recited by Claim 1. Moreover, the present application does not suggest that this limitation was known in the prior art. Accordingly, Applicants respectfully request that the Examiner withdraw the current rejection of Claim 1.

Dependent Claims 2-7

Claims 2-7 depend from independent Claim 1 and therefore include all the limitations of Claim 1 plus additional limitations that further define the invention over the prior art. Accordingly, for at least the reasons set forth above in regard to independent Claim 1, Applicants respectfully assert that these claims are also in condition for allowance.

Independent Claim 14

Independent Claim 14 has been rejected as obvious in light of *Groff*, *Vadlamani*, and statements made in the background section of the present application. Applicants respectfully assert that *Groff*, *Vadlamani*, and background section of the present application fail to teach each and every limitation of Claim 14. For the reasons set forth above in regard to Claim 1, Applicants respectfully submit that *Groff* and *Vadlamani* fail to teach or suggest the step of “***establishing a billing relationship with said internet service provider such that a carrier pays for said Internet access by said terminal***,” as recited by Claim 14. Additionally, the background section of the present application does not suggest that this limitation was known in the prior art. Accordingly, Applicants respectfully request that the Examiner withdraw the current rejection of this claim.

Dependent Claims 15-21

Claims 15-21 depend from independent Claim 14 and therefore include all the limitations of Claim 14 plus additional limitations that further define the invention over the prior art. Accordingly, for at least the reasons set forth above in regard to independent Claim 14, Applicants respectfully assert that these claims are also in condition for allowance.

Official Notice (Re: 5, 7, and 20-21)

In addition, Applicants respectfully traverse the Examiner's attempt to take Official Notice on Page 5 of the Office Action that "it is well known in the art that the quantity usages can be measured by the quantity hits of a website or by quantity of data transferred," in regard to Claims 5, 7, and 20-21.

In particular, the proposition for which Official Notice has been taken is not capable of instant and unquestionable demonstration as being well-known. *See* MPEP 2144.03(A) and *In re Ahlert*, 424 F.2d 1088, 1091 (CCPA 1970). Thus, Applicants respectfully traverse the Examiner's taking of Official Notice since the Examiner does not provide support for the proposition for which Official Notice has been taken, namely, (1) that a method of allowing a carrier to provide shipping services to a user via one or more Internet websites associated with the carrier, wherein monitoring of the Internet access comprises "monitoring quantity of hits from said network terminal on said one or more Internet websites" and "monitoring quantity of data transferred between said network terminal and said one or more Internet websites," and (2) a method of providing a shipper that does not have access to the Internet with access to a carrier website, wherein monitoring of the Internet access comprises "monitoring a quantity of hits by said terminal at said carrier website" and "monitoring a quantity of data transferred between said terminal and said carrier website." Accordingly, Applicants respectfully request that the current rejection of these claims be withdrawn.

Appl. No.: 10/690,982
Amdt. dated May 2, 2008
Reply to Office Action of February 25, 2008

CONCLUSION

The foregoing is submitted as a full and complete response to the Office Action mailed February 25, 2008. The foregoing amendments, when taken in conjunction with the appended remarks, are believed to have placed the present application in condition for allowance, and such action is respectfully requested. The Examiner is encouraged to contact Applicants' undersigned attorney at (404) 881-7640 or e-mail at chris.haggerty@alston.com to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

/Christopher S. Haggerty/

Christopher S. Haggerty
Registration No. 58,100

Customer No. 00826
ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000
Tel Atlanta Office (404) 881-7000
Fax Atlanta Office (404) 881-7777

ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON May 2, 2008.